RECORD OF PUBLIC BID OPENING

REQUISITION # C130090

PROJECT: Anti-Skid Material for District Three Bid Closing Date: September 11, 2008 @ 5:00 PM Bid Open Date: September 12, 2008 @ 10:30 AM

STATUS - AWARDED TO ROBISON LOGGING

LOCATION DESCRIPTION DES			1			T	T		
APPROX. QUANTITY TONS Construction Construction Po Box 15569 PO Box 15569 PRICE PER TON Construction Construction Logging PO Box 157 PRICE PRICE PER TON PRICE PRICE PRICE PER TON PRICE PER TON PRICE PER TON PER TON \$ 20.50 \$ 10,000 Ton \$ 23.00 \$ 21.79 \$ 19.50 \$ 14.20		NEW MEADOWS YARD	NEW PLYMOUTH YARD	MARSING YARD	MOUNTAIN HOME YARD	MERIDIAN IC	BOISE YARD		LOCATION
Western Thueson Construction Pobison Logging Po Box 15569 Robison Logging Po Box 157 S Kings Rd Po Box 157 Boise ID Robison Logging Po Box 157 Grandview ID Logging Po Box 157 Grandview ID PRICE PRICE PRICE PER TON \$ 20.50 \$ Ton \$ 23.00 \$ 21.79 \$ 19.50 \$ Ton \$ 21.00 \$ 13.41 \$ 14.20 \$ Ton \$ 20.00 \$ 13.64 \$ 19.50 \$ Ton \$ 615,000.00 \$ 679,188.00 \$ 544,650.00 \$	TOTAL BID /	Anti-skid Type 1	Anti-skid Type 2	Anti-skid Type 1	Anti-skid Type 5 EL-47s	Anti-skid Type 5 EL-47s	Anti-skid Type 5 EL-47s		ITEM DESCRIPTION
Western Construction Construction PO Box 15569 PO Box 15569 Boise ID Thueson Construction Logging PO Box 157 S Kings Rd PO Box 157 S Kings Rd PO Box 157 Grandview ID Robise ID PRICE PRICE PER TON PRICE PER TON PRICE PER TON PER TON \$ 20.50 \$ 23.00 \$ 21.79 \$ 19.50 \$ 30.00 \$ 14.20 \$ 14.20 \$ 30.00 \$ 19.50 \$ 30.00 \$ 544,650.00 \$ 30.00 \$ 344,650.00 \$ 30.00 \$ 344,650.00	AMOUNT		1,700 Ton	5,000 Ton		3,000 Ton	4,000 Ton	Q.	APPROX. QUANTITY
Thueson Construction Construction Logging 455 \$ Kings Rd PO Box 157 Nampa ID Logging PO Box 157 Grandview ID PRICE PER TON PRICE PER TON \$ 22.27 \$ 20.50 \$ 13.41 \$ 14.00 \$ 13.49 \$ 14.20 \$ 13.64 \$ 19.50 \$ 30.00 \$ 16.00 \$ 3679,188.00 \$ \$44,650.00		₩	↔	↔	↔	↔	\$		
Thueson Robison Construction 455 S Kings Rd Nampa ID Logging PO Box 157 Grandview ID PRICE PER TON PRICE PER TON 22.27 \$ 20.50 31.41 \$ 19.50 13.49 \$ 14.20 13.64 \$ 19.50 \$ 30.00 \$ 16.00 \$ 579,188.00 \$ 544,650.00	\$615,000.00	17.00	20.00	21.00	14.50	23.00	23.00	PRICE PER TON	Western Construction PO Box 15569 Boise ID
Robison Logging PO Box 157 Grandview ID PRICE PER TON \$ 19.50 \$ \$ 14.20 \$ \$ 19.50 \$ \$ 544,650.00	_	↔	↔	↔	↔	↔	↔		, 0
Robison Logging PO Box 157 Grandview ID PRICE PER TON 19.50 \$ 14.20 \$ 16.00 \$	\$679,188.00	30.00	13.64	13.49	13.41	21.79	22.27	PRICE PER TON	
4 4	46	↔	↔	↔	↔	↔	↔		_
	\$544,650.00	16.00	19.50	14.20	14.00	19.50	20.50	PRICE PER TON	Robison Logging PO Box 157 Grandview ID
Central Paving Po Box 15010 Boise ID PRICE PER TON 20.10 12.30 12.30 12.30 24.50 \$590,230.00		↔	↔	49	↔	↔	49		
	\$590,230.00	24.50	18.80	9.05	12.30	20.10	21.18	PRICE PER TON	Central Paving PO Box 15010 Boise ID

FORM # P-03 B

RECORD OF PUBLIC BID OPENING

REQUISITION # C130090
PROJECT: Anti-Skid Material for District Three
Bid Closing Date: September 11, 2008 @ 5:00 PM
Bid Open Date: September 12, 2008 @ 10:30 AM

STATUS - AWARDED TO ROBISON LOGGING

YARD Type 1	NEW Anti-skid	NEW Anti-skid PLYMOUTH Type 2	MARSING Anti-skid YARD Type 1	MOUNTAIN Anti-skid HOME Type 5 YARD EL-47s	MERIDIAN Anti-skid Type 5 IC EL-47s	BOISE Anti-skid Type 5 YARD EL-47s		LOCATION DESCRIPTION
TOTAL BID AMOUNT	10,000 Ton	1,700 Ton	5,000 Ton	10,000 Ton	3,000 Ton	4,000 Ton	0	APPROX. QUANTITY
	↔	↔	↔	↔	↔	\$		
\$700 525 00	26.00	23.25	23.25	16.75	16.75	16.75	PRICE PER TON	DeAtley Crushing PO Box 759 Lewiston ID
	↔	↔	↔	€	₩	↔		
***************************************	15.75	12.05	17.27	13.95	21.51	21.51	PRICE PER TON	Seubert Excavators PO Box 57 Cottonwood ID
	↔	↔	↔	↔	₩	€		D >
	22.85	23.92	20.97	13.55	25.95	27.64	PRICE PER TON	Ascorp, Inc., DBA Debco Const PO Box 363 Orofino ID

RECORD OF PUBLIC BID OPENING

REQUISITION # C130090
PROJECT: Anti-Skid Material for District Three
Bid Closing Date: September 11, 2008 @ 5:00 PM
Bid Open Date: September 12, 2008 @ 10:30 AM

STATUS - UNDER EVALUATION

\$590,230.00	\$544,650.00	\$679,188.00	\$615,000.00	AMOUNT	TOTAL BID AMOUNT	
\$ 24.50	\$ 16.00	\$ 30.00	\$ 17.00	10,000 Ton	Anti-skid Type 1	NEW MEADOWS YARD
\$ 18.80	\$ 19.50	\$ 13.64	\$ 20.00	1,700 Ton	Anti-skid Type 2	NEW PLYMOUTH YARD
\$ 9.05	\$ 14.20	\$ 13.49	\$ 21.00	5,000 Ton	Anti-skid Type 1	MARSING YARD
\$ 12.30	\$ 14.00	\$ 13.41	\$ 14.50	10,000 Ton	Anti-skid Type 5 EL-47s	MOUNTAIN HOME YARD
\$ 20.10	\$ 19.50	\$ 21.79	\$ 23.00	3,000 Ton	Anti-skid Type 5 EL-47s	MERIDIAN IC
\$ 21.18	\$ 20.50	\$ 22.27	\$ 23.00	4,000 Ton	Anti-skid Type 5 EL-47s	BOISE YARD
PRICE PER TON	PRICE PER TON	PRICE PER TON	PRICE PER TON	Q.		
Central Paving PO Box 15010 Boise ID	Robison Logging PO Box 157 Grandview ID	Thueson Construction 455 S Kings Rd Nampa ID	Western Construction PO Box 15569 Boise ID	APPROX. QUANTITY	ITEM DESCRIPTION	LOCATION

FORM # P-03 B

RECORD OF PUBLIC BID OPENING

REQUISITION # C130090
PROJECT: Anti-Skid Material for District Three
Bid Closing Date: September 11, 2008 @ 5:00 PM
Bid Open Date: September 12, 2008 @ 10:30 AM

STATUS - UNDER EVALUATION

	T	T		T		T		
	NEW MEADOWS YARD	NEW PLYMOUTH YARD	MARSING YARD	MOUNTAIN HOME YARD	MERIDIAN IC	BOISE YARD		LOCATION
TOTAL BID AMOUNT	Anti-skid Type 1	Anti-skid Type 2	Anti-skid Type 1	Anti-skid Type 5 EL-47s	Anti-skid Type 5 EL-47s	Anti-skid Type 5 EL-47s		ITEM DESCRIPTION
TNOOMA	10,000 Ton	1,700 Ton	5,000 Ton	10,000 Ton	3,000 Ton	4,000 Ton	C C	APPROX. QUANTITY
	↔	↔	↔	₩	↔	\$		
\$700,525.00	26.00	23.25	23.25	16.75	16.75	16.75	PRICE PER TON	DeAtley Crushing PO Box 759 Lewiston ID
	↔	↔	↔	↔	↔	↔		
\$554,405.00	15.75	12.05	17.27	13.95	21.51	21.51	PRICE PER TON	Seubert Excavators PO Box 57 Cottonwood ID
	↔	↔	↔	↔	↔	↔		₽~
\$697,924.00	22.85	23.92	20.97	13.55	25.95	27.64	PRICE PER TON	Ascorp, Inc., DBA Debco Const PO Box 363 Orofino ID

IDAHO TRANSPORTATION DEPARTMENT

INVITATION TO BID REQUISITION # C130090

ANTI-SKID MATERIAL FOR DISTRICT THREE VARIOUS LOCATIONS

August 25, 2008

Idaho Transportation Department Business and Support Management - Purchasing Unit 3311 West State Street Boise, Idaho 83703

ALL <u>sealed bids must</u> be received by 5:00 pm on September 11, 2008. Sealed bids will be opened at 10:30 am on September 12, 2008 at Business and Support Management, Purchasing Unit, at 3311 West State Street in Boise. The scope of work on this project consists of furnishing and placing anti-skid material in stockpiles as directed, at various locations located within District 3.

Contact Sherry Jenkins, Purchasing Agent, for Bid Requirements and Clarification at (208) 334-8088

Fax ALL questions regarding this bid to: (208) 334-8824

FOR BID RESULTS, PLAN HOLDERS LIST VISIT:

http://itd.idaho.gov/business/business.htm

RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:

Requisition #: C130090

Bid Close Date: September 11, 2008 5:00 PM MST Bid Open Date: September 12, 2008 10:30 AM MST

Item Bidding: ANTI-SKID MATERIAL FOR DISTRICT THREE

Mailing Address

Idaho Transportation Department Business and Support Management – Purchasing Unit P.O. Box 7129 Boise, Idaho 83707-1129

INVITATION TO BID (ITB) IDAHO TRANSPORTATION DEPARTMENT (ITD)

ANTI-SKID MATERIAL FOR DISTRICT THREE VARIOUS LOCATIONS

I.	SC	OPE OF WORK	
	1. 2. 3. 4. 5. 6.	DESCRIPTION OF WORK COMPLETION DATE AND PENALTIES ADDITIONAL CONTRACTOR RESPONSIBILITY ACCEPTANCE OF WORK MEASUREMENT AND PAYMENT SPECIAL PROVISIONS	1 1 2
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ATTACHMENTS:

BID SCHEDULE SIGNATURE PAGE BIDDER CHECKLIST

INVITATION TO BID (ITB) IDAHO TRANSPORTATION DEPARTMENT (ITD)

ANTI-SKID MATERIAL FOR DISTRICT THREE VARIOUS LOCATIONS

I. SCOPE OF WORK

1. DESCRIPTION OF WORK

This work shall consist of furnishing and delivering aggregate for anti-skid materials at specified Idaho Transportation Department (ITD) storage facilities listed below.

STOCKPILE LOCATION	<u>AMOUNT</u>
a. Boise Yard-8150 Chinden Blvd-Boise, ID 83714	4,000 TON
b. Meridian IC I-84- Exit 44- northwest corner of Meridian IC	3,000 TON
c. Mountain Home Yard - I-84 exit 90- 2586 Frontage Road - Mountain Home, ID 83647	10,000 TON
d. Marsing Yard-,SH 78 MP 1 Marsing, Idaho 83639	5,000 TON
e. New Plymouth Yard- US 30 MP 25.1, 3760 Hwy 30 West- New Plymouth,ID 83655	1,700 TON
f. New Meadows Yard-US 95, MP161, 417 North Norris- New Meadows,ID 83654	10,000 TON

Aggregate for anti-skid shall meet the applicable requirements of subsection 703.10 of the 2004 State Standard Specifications for Highway Construction and the July 2008 Supplemental Specifications.

Aggregate for anti-skid is subject to moisture, gradation and L.A. wear (if applicable) verification testing.

2. COMPLETION DATE AND PENALTIES

All work shall be completed prior to November 15, 2008. The Contractor may determine the exact starting date and shall notify the Engineer 10 calendar days prior to start. Once started, work shall be diligently pursued until completion.

The penalty for failure to complete the work on time on this project will be \$500 per day.

3. ADDITIONAL CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible for damage or injury to State or private property of any character during the execution of the work resulting from any act. The Contractor shall restore such property to a

condition similar or equal to that existing before such damage or injury was done. All such repairing, rebuilding or restoration shall be at the Contractor's expense.

4. ACCEPTANCE OF WORK

The District Engineer or their delegates will be responsible for determination of unacceptable quality material with documentation provided by ITD materials testing reports. ITD will inspect and sample anti-skid materials if deemed necessary to assure compliance with specifications. Anti-skid materials which fail to meet the materials requirements noted herein will be subject to rejection or a 25% price adjustment for the quantity received at the discretion of the District Engineer.

5. MEASUREMENT AND PAYMENT

Measurement and payment for aggregate for anti-skid will be based on the tons of aggregate for anti-skid delivered to the ITD stockpile site.

6. SPECIAL PROVISIONS

Source of Materials:

Source EL-47s is a required source for some project materials as noted on bid schedule. The royalty charge for this source is \$0.58/Ton.

A stockpile of rejects within the ACHD South 10 Mile source is also available for use on this project. There are not royalty charges for the use of this material.

Otherwise, designated source(s) are not identified for this project. The Contractor shall furnish approved source(s) for all materials. A list of state owned or controlled sources is available at the District office. Other state source(s) may be used upon request. The source cost recovery fee for state owned or controlled sources will be established on a source by source basis. Upon notification of the Contractors intention to use a state owned or controlled source, the Engineer will require up to 5 business days to establish the source cost recovery fee if it has not been previously established for the proposed source.

Construction Requirements:

Stockpiles shall be constructed at the designated locations in accordance with subsection 106.11 and shall be flat-topped and rectangular in shape. Moisture content of the aggregate for anti-skid material at the time of stockpiling shall not exceed 4 percent. No salt will be added to the stockpiles by the Contractor.

II. BID GUIDELINES

1. PERFORMANCE

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations which the Department discovers is lacking and may be important to all bidders will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

2. BIDDING REQUIREMENTS AND CONDITIONS

Sealed Bids will be received at the time and place stated on the Signature Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No Bid will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid proposal upon the forms furnished by the Department. In the bid schedule, the bidder shall specify a unit price in figures for each pay item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the column "Amount Bid," and the total amount of the bid obtained by adding the amounts of the several items. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written in ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid proposal shall be considered irregular and the bid will be rejected.

The bidder's proposal shall be signed with ink by the individual authorized to sign and submit the bid response for the bidder.

3. IRREGULAR BID

Proposals will be considered non-responsive and shall be rejected for the following reasons:

- 1. If the Bid Proposal Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.
- 2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- 3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

- 4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
- 5. If the Bid Documents are not sealed, when received by the Department.
- 6. If the Signature Page is not signed in Ink.
- 7. If Addendums are not signed and returned with the Bid Documents.

4. **DISQUALIFICATION OF BIDDERS**

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their proposal or proposals:

- 1. More than one proposal, for the same work from an individual, partnership or corporation under the same name or a different name.
- 2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.

5. **CONSIDERATION OF BID**

After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available http://itd.idaho.gov, Doing Business with ITD, Bid and Contraction Information, ITD Goods and Services. The right is reserved to reject any or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

6. BIDDER CHALLENGE TO DEPARTMENT DETERMINATION

A bidder who did not submit the lowest responsible bid as determined by the Department may within five (5) calendar days of bid opening file a written application to challenge the Department's determination of the lowest responsible bidder and apply to the Department's chief engineer for the appointment of a hearing officer to hold a contest case hearing. The application shall set forth in specific terms the reasons why the Department's decision is thought to be erroneous.

7. **EXECUTION / AWARD OF THE CONTRACT**

The award of contract, if it is awarded, will be made within 15 calendar days after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose proposal complies with all requirements prescribed.

However, the award may be deferred beyond 15 calendar days by mutual written agreement between the Department and the lowest responsive bidder.

The contract shall be signed by the lowest responsive responsible bidder and returned within 15 calendar days after the bidder has received the contract. If the contract is not executed by the State within 15 calendar days following receipt from the bidder of the signed contracts, the bidder shall have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

8. FAILURE TO EXECUTE CONTRACT

Failure to execute the contract within **15 calendar days**, after the contract has been received by the bidder, shall be just cause for the cancellation of the award of contract. Award may then be made to the next lowest responsible bidder or the work may be re-advertised or otherwise, as the Department may decide.

III. TERMS AND CONDITIONS

1. STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

The Standard Specifications for Highway Construction (ITD 2004) and any updates are incorporated by reference where applicable to this project. The Idaho Transportation Department's <u>Standard Specifications for Highway Construction</u> manual is available to the Contractor for \$30.00 plus tax. Contact the Idaho Transportation Department at 334-8430 to purchase.

2. CONTRACT ADMINISTRATION

Unless otherwise modified by this Invitation to Bid, the contract and work for the project shall be administered in accordance with ITD's 2004 Standard Specifications for Highway Construction. The most current version of ITD's Supplemental Specifications to the 2004 Standard Specifications shall also apply.

3. AWARD OF CONTRACT

The contract shall be **awarded all or none**. All costs are **F.O.B. Destination, freight prepaid**. Quantities are estimates; ITD reserves the right to change the contract quantities due to budget constraints.

4. CONTRACT TERM

The term of this contract shall commence upon award and end upon final delivery of product.

5. PAYMENT REQUIREMENTS

The Contractor will be paid in accordance with the bid schedule. Payments otherwise due may be withheld on account of substandard or defective work not remedied

6. CHANGES

The Department reserves the right to revise the "Work Locations and Schedule" and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the Department. Changes in compensation, which may result from such revisions, shall be documented by formal Change Order to the contract and approved by the Purchasing Agent.

7. CLAIMS FOR ADJUSTMENT AND DISPUTES

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the District Engineer, in writing of their intent to file a claim. If such notification is not given, then the Contractor shall thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The District Engineer will notify the Contractor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the District Engineer's letter, the Contractor submits an appeal in writing to the Purchasing Agent. All pertinent information, references, arguments and data to support the claim shall be included. The Purchasing Agent will review the claim and the Contractor will be notified by mail. This decision will be final and conclusive.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.

8. COMPLIANCE

If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor will have 72 hours in which to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in Section 9 Termination.

If the District Engineer is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Contractors violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

9. TERMINATION

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as the Department sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor's surety shall pay the difference to the Department.

10. INDEMNIFICATION

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, Invitation to Bid: Anti-Skid Material for District Three Page 6

trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

11. **INSURANCE**

The Contractor shall carry such public liability and property damage insurance that will protect them and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

The Contractor shall not commence work under the contract until he obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until the contract is terminated.

The following is a brief explanation of the required insurance coverage's.

Worker's Compensation. The CONTRACTOR and all employers providing work, labor or 1. materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR and all employers providing work, labor or materials under this contract, shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The CONTRACTOR must provide either a Certificate of Idaho Workers' Compensation Insurance issued by a surety licensed to write Idaho Workers' Compensation Insurance in the State of Idaho, as evidence that the CONTRACTOR has in effect a current Idaho Workers' Compensation Insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Industrial Commission.

- Employer's Liability. This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.
- Liability Insurance. For the duration of the Contract and until all work specified in the Contract is completed, the CONTRACTOR'S expense, the liability insurance set forth below and shall comply with all limits, terms and conditions of such insurance. Work under this Contract shall not commence until evidence of all required insurance is provided to the Department. Evidence of insurance shall consist of a completed certificate of insurance signed by the insurance agent for the CONTRACTOR and made a part of this Contract.
- Commercial General Liability Insurance. The CONTRACTOR shall have and maintain Commercial General Liability (CGL) Insurance covering bodily injury and property damage. This insurance shall include personal injury liability coverage; blanket contractual liability coverage for the indemnity provided under this Contract and products/completed operations liability. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each

annual aggregate limit shall not be less than \$1,000,000, when applicable, and will be endorsed to apply separately to each job site or location.

5. Automobile Liability Insurance The Contractor shall obtain, at the Contractor's expense, and keep in effect during the entire term of the contract, Automobile Liability Insurance covering owned, non-owned and hired vehicles. This coverage may be written in combination with Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.

Additional Requirements:

State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.

Notice of Cancellation or Change: The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without sixty (60) days prior written notice from the CONTRACTOR or its insurer to the Idaho Transportation Department. CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.

12. ILLEGAL ALIENS

The contractor is subject to Executive Order 2006-04 (http://gov.idaho.gov/mediacenter/execorders/eo06/eo_2006-40.html). The contractor warrants that it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for termination of its contract.

BID SCHEDULE

ANTI-SKID STOCKPILES DISTRICT 3

REQUISITION # C130090

Bidder Name: _____

Type 1

MEADOWS

YARD

The following delivery quar	g quantity is an estimate ntity as quantity may be	e to be used for bion more or less than	dding purposes only. I what is being represe	t is not a guaranteed nted.
LOCATION	ITEM	APPROX.	PRICE PER TON	EXTENDED AMOUNT
	DESCRIPTION	QUANTITY TONS	DOLLARS CTS	DOLLARS CTS
BOISE YARD	Anti-skid Type 5 EL-47s	4,000 Ton	X \$.	=\$.
MERIDIAN IC	Anti-skid Type 5 EL-47s	3,000 Ton	X\$.	=\$.
MOUNTAIN HOME YARD	Anti-skid Type 5 EL-47s	10,000 Ton	X\$.	=\$.
MARSING YARD	Anti-skid Type 1	5,000 Ton	X \$.	= \$
NEW PLYMOUTH YARD	Anti-skid Type 2	1,700 Ton	X \$.	= \$.
NEW	Anti-skid	40 000 T	V.4	

TOTAL	\$		
	~	The state of the s	

= \$

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER **CONTRACT SHALL BE AWARDED ALL OR NONE**

10,000 Ton X \$

IDAHO TRANSPORTATION DEPARTMENT

SIGNATURE PAGE

THIS PAGE MUST BE SIGNED WITH AN <u>ORIGINAL SIGNATURE</u> AND RETURNED WITH YOUR BID DOCUMENTS!!!

August 25, 2008

Idaho Transportation Department Business and Support Management Purchasing Unit 3311 West State Street Boise, Idaho 83703

REQUISITION # C130090

The Idaho Transportation Department is seeking qualified bidders to furnish all materials, equipment and labor for furnishing and placing anti-skid material in stockpiles as directed, at the designated locations within District 3.

FEDERAL IDENTIFICATION	#		
Company Name:			
State of Domicile:		- Wanter - State - Sta	
Mailing Address:			
City:	State:	Zip:	
Phone:	Fax:		Mills.
If not domiciled in the State o Idaho:	f Idaho, please provide an addre	ess where business is cond	ucted in the State of
Mailing Address:			
City:	State:	Zip:	····
Phone:	Fax:		
Bidder Signature/Authorized S	Signature		
Name (Please Print)			

BY SIGNING, BIDDER ACKNOWLEDGES ITS RESPONSIBILITY FOR ANY ADDENDA THAT HAVE BEEN ISSUED FOR THIS SOLICITATION AND WILL COMPLY WITH ALL THE TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS SOLICITATION.

BIDDER CHECKLIST

REQUISITION # C130090

ANTI-SKID MATERIAL FOR DISTRICT THREE VARIOUS LOCATIONS

In order for your bid to be considered, the following must be included with your bid:

- 1. Signature Page signed with an original signature
- 2. Bid Schedule
- 3. **All Addenda** <u>must</u> be <u>signed</u> and returned with your Bid Documents. It is the Bidder's <u>responsibility</u> to verify if an addendum was issued.
- 4. <u>ALL BIDS must be submitted in a sealed enveloped</u> with the Requisition Number, Bid Open Date, and Project Name <u>clearly marked</u> on the outside of the envelope.
- 5. NO BID ADJUSTMENTS WILL BE ACCEPTED: Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. ALL REQUIRED paperwork must be re-submitted.

POTENTIAL BIDDERS FOR ANTI SKID MATERIAL FOR DISTRICT THREE

Central Paving Inc.

Mr. Terry McEntee Central Paving, Inc. PO Box 15010 Boise, ID 83715 Fax: 338-1329

Idaho Concrete Company, Inc.

Mr. Dan Capper Idaho Concrete Company, Inc. 2755 E. State Eagle, ID 83616 Fax: 939-2151

Idaho Sand & Gravel, Inc.

Mr. Jeff Chandler Idaho Sand & Gravel PO Box 1310 Nampa, ID 83653 Fax: 466-5166

Ada Sand & Gravel

Mr. Ron Wheeler Ada Sand & Gravel PO Box 15644 Boise, ID 83715 Fax: 368-0102

Knife River, Inc.

Mr. Jim Trull Knife River, Inc. 5450 Gowen Road Boise, ID 83709 Fax: 362-6199 Cell: 941-8278

Mike's Sand & Gravel

Mr. Mike Matzdorff Mike's Sand & Gravel 10988 Joplin Road Boise, ID 83714 Fax: 939-7056

Quality Sand & Gravel, Inc.

Ms. Holly Hattan Quality Sand & Gravel, Inc. PO Box 455 Meridian, ID 83680 Fax: 562-8118

Concrete Placing Company

Mr. Jon Berger Concrete Placing Company 6451 West Gowen Road Boise, ID 83709 Fax: 362-2220

Robinson Logging

Ray Robison Robinson Logging PO Box 157 Grandview, ID 83624 Fax: 834-2283 Phone: 834-2280

Cloverdale Nursery

Cell: 599-4668

Jim Green Cloverdale Nursery 9806 W Kuna Rd Kuna, ID 83634 Fax: 562-5495

Western Construction, Inc.

Mr. Steven Heaton Western Construction, Inc. PO Box 15569 Boise, ID 83715-0569 Fax: 345-1548

IRVCO Asphalt & Gravel, Inc.

Wayne Irvin IRVCO Asphalt & Gravel, Inc. PO Box 931 Fruitland, ID 83619 Fax: 452-5987

Bellows Construction

Dwayne Bellows Bellows Construction 527 Sunset Drive Ontario, OR 97914 Fax: (541) 889-6127

Nampa Paving & Asphalt, Co

Mr. Jeff Towner Nampa Paving & Asphalt, Co 444 W. Karcher Rd. Nampa, ID 83687 Fax: 466-4071

Camas Gravel

Attn Tom 616 West North Street Grangeville, ID 83530 Fax: (208) 983-5331 Phone: (208) 983-0800